



**New Orleans Redevelopment Authority
Request for Proposals
INSURANCE PRODUCER OF RECORD**

February 27, 2013

Request for Proposal: The New Orleans Redevelopment Authority (NORA) desires to obtain an Insurance Producer of Record (herein after to as Producer) to represent and service NORA's Property and Casualty Insurance Program, including Flood, Wind, Fire, Automobile Program, and other risk management issues. Proposals should also address the Property and Casualty Insurance Program, including Flood, Wind, Fire, Automobile Program, and other risk management issues for NORA's corporate affiliate, New Orleans Redevelopment Unlimited, Inc. (NORU). As provided below NORA requests proposals from experienced firms to provide the needed services.

Instructions: Respondents shall submit the following to NORA directed attention Kristy Sclafini, Compliance Coordinator, 1409 Oretha Castle Haley Blvd., New Orleans, LA 70113, 504-658-4400, kdsclafini@nola.gov, not later than **March 25, 2013 by 4:00 P.M. (CST):**

- a) Respondents shall provide six (6) signed hardcopies of the proposal in a sealed envelope, marked **Insurance Producer of Record** and one (1) digitally signed proposal on a CD or Flash Drive, in Microsoft Word format or as a PDF file, marked **Insurance Producer of Record**;
- b) Respondents shall provide a signed cover letter including the company's name, address and primary contact for the proposal. The primary contact information shall include submitter name, telephone, and email address.

NORA will not accept responses submitted by fax. All responses **must be received** by NORA on or before the Delivery Deadline. NORA will not accept proposals delivered after the deadline. NORA will not credit delivery claims not clearly documented by original receipt.

If NORA identifies a likely service provider(s), it may negotiate a final agreement with the provider(s) and fix the relationship by Professional Services contract. The contract will contain the standard NORA provisions shown in Attachments "B" and "C".



Proposals **MUST** contain the following statement signed by the Respondent or its authorized representative, **“By responding to this RFP, Respondents agree to NORA’s Required Contract Provisions as provided in Attachment “B” and the CDBG Compliance Provisions as provided in Attachment “C” and therefore waives any future right to contest those required provisions.”**

1. **Services Needed:** Attachment “A” describes the needed services.
2. **Selection:** The Selection Committee shall first evaluate the proposals on the basis of criteria other than price and rank responsive proposals on the following selection Technical criteria and weighting factors listed below:

Technical Criteria

- | | |
|-------|---|
| (40%) | Qualifications, staffing, specialized experience, available technology or related tools/reference programs, and technical competence; |
| (30%) | Performance history, including, without limitation, competency, responsiveness, cost control, work quality, in-house staffed support services, and the ability to meet schedules and deadlines; |
| (15%) | Maintenance of an office, residence or domicile in Orleans Parish, to the extent permitted by law; and |
| (15%) | Willingness to promote full and equal business opportunities in accordance with NORA’s Disadvantaged Business Enterprise Program. |



Shortlist

NORA at its sole discretion may recommend a selection of Respondents for a short list based on the overall ranking.

During the review of any Submission, the Evaluation Committee may:

- Conduct reference checks relevant to the Services with any or all of the references cited in a Submission to verify any and all information, and rely on or consider any relevant information from such cited references in the evaluation of Submissions;
 - Seek clarification of a Submission from any or all Respondents and consider such supplementary information in the evaluation of Submissions; and
 - Request interviews/presentations with any, some or all Respondents or Team Members to clarify any questions or considerations based on the information claimed exempt from public records disclosure and specifically justify the exemption. NORA will not credit any blanket exemption claims lacking specific justification. NORA does not guarantee the confidentiality of submissions.
3. **Contracting:** NORA reserves the right to select multiple vendors to perform any and/or all of the services requested herein. The selected firms and/or individuals will be invited to enter into a contract with NORA. Contract negotiations may begin with the announcement of the selected respondent(s). This contract will stipulate the terms and conditions of the services to be provided.

The contract term shall be for one year, with the option to renew in one year increments up to a total of three years. Among other matters, these documents shall ensure that the respondents comply with the submission requirements contained in the RFP. The RFP and response of the selected respondents shall become part of any contract initiated by NORA.

4. **Ownership:** All responses and all documentation submitted therewith are NORA property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption.

NORA will not credit any blanket exemption claims lacking specific justification. NORA does not guarantee the confidentiality of submissions.



5. **Opportunities in Employment and Contracting Requirements for Disadvantaged Businesses:** NORA seeks to extend subcontracting opportunities to DBEs in order to promote their economic growth. A DBE contract goal of 35 percent has been established for this contract. The offeror shall agree to use its best efforts, as determined by the Compliance Director in accordance with the factors set forth in NORA's DBE goals, to meet the contract goal for DBE participation in the performance of this contract.
6. **Effect:** This Request for Qualifications and any related discussions or evaluations by anyone create no rights or obligations whatsoever. NORA may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the Professional Services contract executed by NORA and the selected applicant, if any, is the exclusive statement of rights and obligations extending from this solicitation.
7. **Additional Requirements:** NORA reserves the right to add any and all requirements that are needed to effectuate the goals of this program or comply with legal requirements. NORA reserves the right to amend the instructions, requirements, general and special conditions, scope of work, and specifications of this RFP up to the time set for the award of funds. Copies of such amendments shall be furnished to all RFP holders. Where such amendments require significant changes in the scope of the program, the date set for responses may be postponed by such number of days as in the opinion of NORA shall enable prospective respondents to revise their responses. Respondents should monitor NORA's website for potential updates or extensions.
8. **Proprietary Information:** Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed propriety or confidential. Any material within a proposal identified as such must be clearly marked as CONFIDENTIAL in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential in its entirety may be rejected without further consideration or recourse.
9. **Cost of Preparing Responses:** NORA shall not be liable for any costs incurred by respondents prior to entering into a contract.

Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the respondent in responding to this RFP are entirely the responsibility of the respondent and shall not be reimbursed in any manner by NORA.



10. **Errors and Omissions in Proposal:** NORA shall not be liable for any errors in responses. NORA, at its option, has the right to request clarification or additional information from the respondents.
11. **Licensure:** Where applicable, respondents must maintain licenses and permits to perform the contracted work in the State of Louisiana.
12. **Compliance with All Applicable Laws:** Any work completed pursuant to a response to this RFP shall be governed by and construed in accordance with the laws and jurisprudence of the State of Louisiana.
At the time of respondent's submission of its RFP response and at all times during the performance of any work pursuant to this RFP, the respondent shall be in compliance with all applicable laws of the State of Louisiana, the United States and local ordinances, including licensure requirements.
13. **Insurance:** The selected respondent(s) will be required to provide
1. Requirements
 - a. Basic:
 - (1) The Contractor shall purchase in its name and maintain at its sole cost and expense, insurance as set out below. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Contractor's performance and/or furnishing of the services, whether performed and /or furnished by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods, products or services, or by anyone for whose acts any of them may be liable. Any insurance carried by NORA shall be excess and not contributing insurance. The limits may be met by purchasing an umbrella or excess policy meeting both requirements.
 - (2) The total limit of insurance must be equal to or greater than the minimum acceptable not less than limits indicated below. If any policies contain a deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/ retention amount. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for general liability, but are acceptable for professional liability policies.
 - (3) NORA, its elected and appointed Officials, Boards, Commissions, agents, directors, servants, employees and volunteers shall be named as an Additional Insured on the Contractor's liability insurance program.
 - (4) If the Contractor's liability insurance program does not contain the standard ISO separation of insureds provision, or a substantially similar clause, then they shall be endorsed to provide Cross Liability coverage.



(a) The Contractor shall endorse their policies (as applicable) to provide Waiver of Subrogation Endorsement to include written contracts in favor of NORA, its elected and appointed Officials, Boards, Commissions, agents, directors, servants, employees and volunteers.

b. Types and Amounts

(1) General Liability:

(a) Commercial General Liability Form CG 00 01, or pre-approved alternative providing at least as broad coverage, insurance shall be written on an "occurrence" basis; with a minimal acceptable limit of not less than \$500,000 per occurrence; \$1,000,000 aggregate;

(b) The insurance shall cover liability arising from independent contractors and liability assumed under an insured contract.

***Note:** The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for the services in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity there for which would normally be provided by the policy.*

(2) LAWYER'S PROFESSIONAL LIABILITY, AS APPLICABLE TO THE SERVICES OUTLINED IN THE SPECIFICATIONS:

(a) Minimal acceptable limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

(b) To provide Contractual Liability and Punitive Damages;

(c) If written on a Claims-Made basis, the retroactive date of coverage shall be no later than the inception date of claims made coverage;

(d) Any retroactive date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Contract is completed;

(e) Sixty (60) days prior written notice shall be provided to the City of cancellation, non-renewal or any reduction in coverages or limits;

(f) Such insurance shall be renewed as to provide continuous coverage during the term of this Contract and the purchase Extended Reporting Provision for a period of at least three (3) years after the termination of this Contract;

(g) NORA shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level, and may require their replenishment.



2. General Specifications

a. Contractor's Liability Insurance: If applicable, the Contractor shall require all sub-contractors to maintain, in limits equal to or greater than the Contractor's, the same insurance coverage for Work performed or materials provided for the Work. The Contractor shall insert this requirement in all contracts or agreements, whether written and/or oral, with all entities and/or persons who perform any Work under this contract. At no time shall the Contractor allow any sub-contractors to perform Work without the required types and limits of insurance coverage.

In the event of a sub-contractor's non-compliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the sub-contractors work, actions, or inactions.

b. General Requirements:

(1) Qualifications of Insurers:

(a) All insurance required for the Contract is to be purchased and maintained by the Contractor from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI (or the current requirements of the State of Louisiana Public Bid Law (RS: 38:2211-2296) as of the most current edition of A.M. Best's Key Rating Guide.

(b) If any insurance company providing any insurance coverage furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Document, the Contractor shall, within thirty (30) days thereafter, substitute another insurance company acceptable to NORA. NORA reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

(2) Partnerships: If the Contractor is a partnership then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership shall also be furnished.

(3) Certificates of Insurance: The Contractor shall furnish to NORA Certificates of Insurance effecting coverages required in this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms that are to be received and approved by NORA. NORA reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

(4) Objection by NORA: If NORA has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, NORA shall notify the Contractor in writing after receipt of the Certificates. The Contractor shall provide a written response to NORA's objections within ten (10) days from the date of the letter request.



(5) The Contractor's Failure: Upon failure of the Contractor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of NORA, the Contract, may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements affect the obligations of the Contractor concerning indemnification.

(6) No Waiver of Liability: Acceptance of evidence of the insurance requirements by NORA in no way relieves or decreases the liability of the Contractor for the performance of the Work under the Contract.

Additionally, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of Work under the Contract.

The Contractor's coverage is to be primary for any and all claims and/or suits related to or arising from the Work and any insurance coverage maintained by NORA is to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way.

(7) No Recourse Against NORA: The insurance companies issuing the policies shall have no recourse against NORA for payment of any premiums, deductibles, retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.

(8) NORA's Liability Insurance: In addition to the insurance required to be provided by The Contractor above, NORA, at its option, may purchase and maintain at NORA's expense its own liability insurance as will protect NORA against claims which may arise from operations under the Contract.



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ATTACHMENT “A”

NEEDED SERVICES

It is the intent of NORA to contract with an Insurance Producer of Record that has demonstrated commitment to the highest professional standards in the insurance service industry, and, in doing so, have committed to transparency standards governing the services placed upon them.

The Respondent will render the needed services only as requested by NORA. Based on the insurance coverage selected by NORA; these services include, but are not limited to the following:

- A. Assign experienced staff to work with NORA;
- B. Based on the insurance coverage selected by NORA present to markets NORA’s insurance coverage requirements, obtain proposals from responsible insurers for that coverage, and the ability to negotiate the best terms and conditions at the most favorable pricing available. Evaluate those bids and present to NORA the package of insurance policy terms, conditions and premiums that best reflects the goals and objectives of NORA;
- C. Make known to NORA all information required by insurers in order to market NORA’s insurance portfolio;
- D. Maintain effective communication with NORA. The account team shall be reasonably available to address questions and should respond to questions in a timely manner;
- E. Assist NORA in submittal of claims to insurance companies in a manner best representing the interests of NORA;
- F. Issue Certificates of Insurance and other evidence of insurance as requested or required in a timely fashion;



- G. Be responsible for notifying NORA of invoicing of premiums for all policies written through their firm, to assure that no policy lapses inadvertently because NORA is unaware that an invoice is due;
- H. Remit premium payments to the appropriate insurers in a timely fashion;
- I. Have the ability to prepare and remit invoices to Wholesalers, at NORA's request only;
- J. Review all binders, policies and endorsements to assure coverages are as ordered and bound by NORA. Verify accuracy of all policies, endorsements and invoices prior to delivery to NORA. Insurance binders, invoices and policies, delivered to NORA in both hard copy and electronic format;
- K. Report on a regular and on-going basis on market developments, including products, price trends, and changes in laws and regulations. This reporting should include analysis of how market developments could impact NORA;
- L. Provide timely information as requested by NORA such as insurance policies, coverage forms, claims information, etc. Keep NORA apprised of any delays;
- M. The Producer shall maintain proper licensing in the State of Louisiana as a Property and Casualty Producer. The Producer shall provide NORA proof that said license is active by submitting a copy of current license prior to contract inception, and at any other time as requested by NORA. The Producer must notify NORA immediately in writing if his license is suspended or revoked;
- N. Identify any technology or related tools/reference programs available from your firm and describe the advantages those tools offer NORA. NORA may request access to any or all of these tools/reference programs. Please identify any fee(s) that would be associated with this access;
- O. Meet with NORA's designated personnel, as requested; and
- P. Provide other related services consistent with devising, administering, or revising NORA's insurance program, as requested.

Nothing requires NORA to request Services from the Respondent. The contract resulting will not create an exclusive Insurance Producer of Record or Insurance Agency with NORA and will not guarantee under the contract all the needed services.



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ATTACHMENT "B"

REQUIRED CONTRACT PROVISIONS

NORA will require that its contract for services contain certain required provisions, including, but not limited to the following, which may be revised as deemed appropriate by NORA:

1. **EQUAL EMPLOYMENT OPPORTUNITY:** In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractors employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
2. **ASSIGNABILITY:** The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of NORA.
3. **CONFLICT OF INTEREST:** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of NORA, and in recognition of the Contractor's responsibility to NORA, the Contractor agrees to decline any offer of employment if its independent work on behalf of NORA is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify NORA and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of NORA. Final decision on any disputed offers of other employment for the Contractor shall rest with NORA.



4. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify, defend and save NORA harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against NORA for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold NORA harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.

5. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE: Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the NORA shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of NORA for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by NORA under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

a. Contractor has been and will be free from any control or direction by NORA over the performance of the services covered by this contract; and

b. Services to be performed by Contractor are outside the normal course and scope of NORA's usual business; and

c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of NORA for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the NORA.



8. **JURISDICTION & CHOICE OF LAW:** The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor. This agreement shall be construed and enforced according to the laws of the state of Louisiana, excepting its conflict of laws provisions.

9. **DURATION:** This Agreement shall commence on the Effective Date and shall continue for a period of twelve months, ending on *[insert date]*. It is understood and acknowledged by Contractor that the Services described above are expected to be completed within this time period.

10. **APPROPRIATION AND/ OR EXTENSION:** This agreement may be extended at the option of NORA, provided that funds are available and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by NORA on an annual basis for no longer than five one year periods.

11. **SOLICITATION:** The Contractor attests that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

12. **CANCELLATION:** Either party to this agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least thirty (30) days prior to the date of termination. In the event NORA elects to terminate for convenience, NORA shall be obligated to pay Contractor only for those Services performed up to and through the date of termination.

13. **AUDIT AND OTHER OVERSIGHT:** It is agreed that the contractor or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

NORA and/or its designated representatives shall have the right to audit, inspect, and review all books and records (in whatever form they may be kept whether written, electronic or other) relating or pertaining to this contract or agreement (including any and all documents and other materials, in whatever form they may be kept which support or underlie those books and records), kept by or under the control of the Contractor,



including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors.

The Contractor shall maintain such books and records together with such supporting or underlying documents and materials for the duration of this contract or agreement and for at least 5 years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request to NORA, through its employees, agents' representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location at, location, which is convenient for NORA.

14. SUBCONTRACTS: NORA may require information regarding ownership interests in the subcontractor prior to approval of the sub-Contractor's retention. Contractor shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

15. COMMUNITY DEVELOPMENT BLOCK GRANT COMPLIANCE: The services described in this Agreement may be paid for by federal Community Development Block Grant disaster funds. Projects carried out using these funds must incorporate certain CBDG compliance provisions for professional services contracts. Those required provisions are appended to this Agreement as Attachment "E" and are incorporated herein by reference.

16. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM:

DBE Program Compliance. Contractor agrees to use its best efforts to fully and completely carry out NORA's DBE goals in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by NORA, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set determined by NORA.

DBE Compliance Reporting. Contractor agrees to provide quarterly written reports to NORA on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:



- i. The name and business address of each DBE Firm involved in the contract;
- ii. A description of the work performed and/or the product or service supplied by each DBE Firm;
- iii. The date and amount of each expenditure made to a DBE Firm; and
- iv. Such other information as may assist NORA in determining Contractor's compliance with the DBE Program and the status of any DBE performing any portion of the Agreement.

Access to Books and Records. Contractor agrees to grant NORA reasonable access to its books and records for purposes of verifying compliance with the DBE Program.



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ATTACHMENT “C”

CDBG COMPLIANCE PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS
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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(Applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee, or applicant for employment, on the basis of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.



Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.



2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).



The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.



9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.



11. **ACCESS TO RECORDS - MAINTENANCE OF RECORDS**
The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.
12. **INSPECTION**
The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.
13. **REPORTING REQUIREMENTS**
The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.
14. **CONFLICT OF INTEREST**
A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
15. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**
(Applicable to contracts and subcontracts of \$10,000 and under)
During the performance of this contract, the Contractor agrees as follows:
A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work.

The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.



19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder.



Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.



32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



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ATTACHMENT “D”

QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

The following information will establish the ability of the Respondent to satisfactorily perform the required services by demonstrated competence in the services to be provided, the nature and relevance of similar work currently or previously performed, the ability to meet schedules and deadlines, advantages over other firms in the insurance industry and supportive client references.

- A. Provide an overview of the history and structure of your company. Include a summary of the ownership and management of the company, your company's size, principal lines of business, number of employees, days/hours of operation, and nearest office location to Orleans Parish.
- B. Identify the key personnel from your firm who would be assigned to NORA's account. Provide resumes summarizing their background, experience and qualifications (educational and professional), current job functions, years with the firm, proposed role and responsibilities on NORA's account team, including their knowledge and experience with other public entities. Please provide this same information for the back-up personnel in the absence of the key personnel.
- C. Identify at least three (3) references from prior and/or current clients, preferably in the public sector, that NORA may contact as references, for which you are now serving or have served as Producer of Record. Describe the services performed and include the name, title, address, and telephone number of a contact person for each reference.
- D. Describe other lines of business in which your firm is engaged.
- E. If your Company is a subsidiary or division of a parent firm, provide similar background information on the parent company and identify any other affiliated companies.
- F. Provide an explanation of what distinguishes the services your firm can provide from other Respondents, and any additional or unique services your firm would provide to NORA.



- G. Describe the method you will use to secure competitive premium quotes for NORA's insurance program.
- H. Please describe the process by which you would provide the needed services listed in Attachment "A".
- I. Please describe your access to standard and excess markets.
- J. Please describe any in-house staffed support services your firm provides. (e.g. loss control, loss prevention, risk management consulting, or any other related added value services)



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ATTACHMENT "E"

INITIAL QUALIFYING QUESTIONNAIRE

Please note, if applicable, all sub-contractors that will be used to provide any of the Needed Services described herein must complete this form.

Identifying Information:

Name of Firm:

Address:

City: _____ State: _____ Zip: _____

Telephone: (____) _____ Fax: (____) _____ Email Address:

Principal of Company:

Firm Qualifications:

Date Established: _____

Total Number of Employees: _____ Employees in Louisiana

Location of office from which this account will be serviced: _____



Describe the ownership of your Firm. _____

Licensed in the State of Louisiana: _____YES _____NO

Corporate Resolution and/or other documentation authorizing a representative of their business to execute a contract with CNO: _____YES _____NO

Louisiana Producer Number: _____Expiration Date:

Name of licensed Principal(s):

Have you handled an account with a total cost of risk in excess of \$1,000,000?

Do you have experience in providing producer services similar to those outlined in the RFP?

Does your firm foresee or anticipate any organizational changes in the next twelve (12) months?

Yes _____ No _____

Number of Louisiana Public Entity clients you currently provide or have provided Producer of Record Services to: _____

Provide an organizational chart indicating the positions and names of the key personnel.



Provide the location of any branch offices/affiliates that will assist in servicing this contract:

_____	_____
_____	_____

Print Name

Signature

Date

Title

PLEASE NOTE: NORA reserves the right to verify any information provided herein.



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ATTACHMENT "F"

LIST OF PRIOR OR CURRENT - PUBLIC ENTITY ACCOUNTS

Name of Firm: _____

PUBLIC ENTITY Address	TYPES OF POLICIES SERVICED Periods Written	CONTACT PERSON Phone Number
1) _____		
2) _____		
3) _____		

Print Name

Signature

Date

Title

PLEASE NOTE: NORA reserves the right to verify any information provided herein. It is not necessary to have three (3) prior or current public entity clients to meet the minimum qualifications.



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ATTACHMENT “G”

**LIST OF PRINCIPAL MARKETS IN WHICH YOUR FIRM HAS THE
GREATEST PREMIUM VOLUME**

Please note that these markets do not have to reflect public entity markets and/or volume.

Name of
Firm _____

Company Annual Premium Non-Admitted	Coverage Admitted or	Best Rating	In House/ Brokered
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1. _____

2. _____

3. _____



Print Name

Signature_____

Date_____

Title

PLEASE NOTE: NORA reserves the right to verify any information provided herein.



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ATTACHMENT "H"

DIRECT ACCESS TO STANDARD MARKETS

Name of
Firm _____

1. American Empire Group

- a. Please advise if you have a contract with the American Empire Group.
 - b. If you do not have a contract with American Empire Group, please advise how you would access them. List the Wholesaler/Broker that you would go through to access them and what, if any, additional premium would this generate for NORA.

2. Lloyds, London

- a. Please advise if you have a contract with Lloyds, London.
 - b. If you do not have a contract with Lloyds, London, please advise how you would access them. List the Wholesaler/Broker that you would go through to access them and what, if any, additional premium would this generate for NORA.

3. Kinsale

- a. Please advise if you have a contract with Kinsale.
 - b. If you do not have a contract with Kinsale, please advise how you would access them. List the Wholesaler/Broker that you would go through to access them and what, if any, additional premium would this generate for NORA.

4. Chartis Specialty

- a. Please advise if you have a contract with Chartis Specialty.
 - b. If you do not have a contract with Chartis Specialty, please advise how you would access them. List the Wholesaler/Broker that you would go through to access them and what, if any, additional premium would this generate for NORA.



5. National Union

- a. Please advise if you have a contract with National Union.
- b. If you do not have a contract with National Union, please advise how you would access them. List the Wholesaler/Broker that you would go through to access them and what, if any, additional premium would this generate for NORA.

Print Name

Signature

Date

Title

PLEASE NOTE: NORA reserves the right to verify any information provided herein.



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ATTACHMENT "I"

COMPENSATION

NORA will consider proposals from Respondents willing to place coverage as directed by NORA for a commission based upon a percentage of the premium paid by NORA and/or NORU and in accordance with LDI Advisory Letter No. 2012-03.

NORA reserves the right to negotiate further terms and conditions, including any fees/costs with any of the Respondents that submit a response to this RFP.

The contract resulting will not create an exclusive Insurance Producer of Record or Insurance Agency with NORA and will not guarantee under the contract all the needed services.